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2 **Supply of the consultancy**

2.1 The Consultant shall provide the Charity as detailed in Schedule 1 in consideration for the fee[s] to the Consultant, subject to the provisions of this Agreement.

the Charity as detailed in Schedule 1 in consideration for the fee[s] to the Consultant, subject to

2.2 The Consultant shall use such time and effort as may be necessary] to complete the provision of data, materials or reports and/or any other information to be provided] by the Completion Date.

OR [such time and effort as may be necessary] to complete the provision of data, materials or reports and/or any other information to be provided] by the Completion Date.

2.3 The Consultant shall perform its obligations under this Agreement [and use its best endeavours to promote the interests of the Charity] and give priority to the Charity's needs at all reasonable times].

perform its obligations under this Agreement [and use its best endeavours to promote the interests of the Charity] and give priority to the Charity's needs at all reasonable times].

2.4 The Consultant shall:

2.4.1 [work in a way which complies with the Charity's equality and diversity policy, health and safety policy and other matters relevant to the Services];

the Charity's equality and diversity policy, health and safety policy and other matters relevant to the Services];

2.4.2 not do anything which would bring the Charity into disrepute in any way; [and]

the Charity into disrepute in any way; [and]

2.4.3 [keep proper records of its income, assets and outgoings relating to the Services; [and]

its income, assets and outgoings relating to the Services; [and]

2.4.4 [allow the Charity to inspect all or any of the records or other items held in electronic form, which

office hours on no less than [24] hours' notice and to inspect all or any of the records or other items held in electronic form, which

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3 **Insurance**

3.1 The Consultant shall have in place the following insurance policies:

the following insurance policies:

3.1.1 to cover the liability of the Consultant, the Nominated Person and any subcontractors

liability of the Consultant, the Nominated Person and any subcontractors

3.1.2 as may be required from time to time,

as may be required from time to time,

and the insurance policy shall be in force during the period this Agreement

and the insurance policy shall be in force during the period this Agreement

3.2 At the request of the Charity, the Consultant shall supply a copy of the insurance policies to the Charity [and the Charity shall be entitled to the benefit of such insurances].

At the request of the Charity, the Consultant shall supply a copy of the insurance policies to the Charity [and the Charity shall be entitled to the benefit of such insurances].

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¹ Clause 2 may be augmented by including in Schedule 1 the provisions set out under "A" in that Schedule

the provisions set out under "A" in that Schedule

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6 ²The Charity’s obligations

During the performance of the Services, the Charity shall:

- 6.1 co-operate with the Consultant reasonably requires [and ensure that the Charity operates and assist the Consultant]; and
- 6.2 provide the information that the Consultant reasonably requires.

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7 ³Meetings and reports

- 7.1 [The Consultant and the Charity, together with such other representatives of the Charity as the Consultant shall determine,] shall hold regular [monthly] meetings at [the Charity premises] OR [at the Consultant’s premises] OR [at such other place as the Consultant shall report progress on the Services [and the Charity shall review the progress of the Services].
- 7.2 Either Party may by written notice require a [special] meeting to be held to discuss [the performance of the Services] [or] [any matter of urgency or exceptional importance].
- 7.3 The Consultant shall provide reports [in writing] and in the format specified in Schedule 1] OR [a [brief] report together with the Consultant OR [a [brief] report detailing the Services]].

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8 Confidentiality [and Data Processing]

- 8.1 Each party (“first party”) shall treat as secret and confidential, and not at all disclose or permit to be disclosed to any person, any information, whether or not otherwise made use of or permit to be made use of except for the purpose of carrying out the Services and carrying out the obligations under this Agreement, any information relating to the activities, work, management, administration, affairs of the other party (including, without limitation, information relating to, or arising from, the Services or this Agreement) or details of the information was received by the first party in connection with this Agreement.
- 8.2 The obligations of confidentiality in this clause shall not apply to any confidential information.

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² Clause 6 may be augmented by including in Schedule 1 the provisions set out under “B” in that Schedule

³ Clause 7 may be augmented by including in Schedule 1 the provisions set out under “C” in that Schedule

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8.2.1 is in the possession of the first party or is published in the public domain prior to the receipt of such information by the first party; or

8.2.2 is, or becomes, known to the first party on a non-confidential basis through no fault of the first party;

8.2.3 is received by the first party from a third party, who, in the absence of any agreement with the first party, claims to have no obligations to the first party in respect of it and imposes no liability upon the first party; or

8.2.4 is required to be disclosed by an order of a court of competent jurisdiction.

8.3 Neither party may make any announcement or publicity about this Agreement or the Services without the consent of the other party except as may be required by law or by a court of competent authority.

[8.4 The data protection provisions of Schedule 2 (and Annex) shall apply.]

9 Use of sub-contractors

9.1 The Consultant is permitted to provide some or all of the Services only with the prior written permission of the Charity.

9.2 The Consultant shall be responsible for the work of a sub-contractor to the same standard and extent as if it were its own work.

10 Warranties

The Consultant warrants, represents and covenants that it:

10.1 will carry out the work...

10.2 will carry out the Services with due skill and diligence, in a good and workmanlike manner, in accordance with the provisions of this Agreement and the best practice in the industry of the Consultant (Best Practice);

10.3 [will use its best endeavours to ensure that the Results will be in accordance with the requirements specified in Schedule 1;]

10.4 will ensure that its employees possess the necessary skills, professional qualifications and experience to provide the Services in accordance with Schedule 1 and Best Practice;

10.5 has full capacity and authority to enter into this Agreement; [and]

10.6 has obtained all necessary consents, permissions, licences, consents and permits to perform the Services; [and]

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10.7 [shall be responsible for the expenses and charges for training necessary or required for the Consultants to perform the Services.]

11 Liability and indemnities

11.1 If the Consultant fails to perform the Services (or any part of the Services) with reasonable care and skill and as requested by the Charity, either re-perform the relevant part of the Services or take such other remedial action as the Charity may require. [The Charity's request must be made within [6] months of the date of the Charity's request] OR [the date on which the Consultant completes the Services] OR [the termination of this Agreement].

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11.2 The Consultant agrees to indemnify and keep it indemnified and defend it at its own expense from and against all claims, demands, losses, damages, costs, expenses, liabilities whatsoever suffered by the Charity or for which it is liable (including reasonable legal costs and disbursements paid by the Charity).

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11.2.1 breach by the Consultant of the terms of this Agreement;

11.2.2 infringement by the Consultant of the Charity of third party intellectual property rights or material information or data which the Charity has provided to the Consultant in accordance with the instructions of the Charity;

11.2.3 [non-compliance with the Data Protection Legislation except in so far as it is necessary for the purposes of the Services] or omission either by:

- 11.2.3.1 the Consultant;
- 11.2.3.2 the Consultant or any of its officers or employees or any subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors if the non-compliant act or omission is in breach of an instruction given by the Charity to the Consultant or any of its officers, employees or subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors.

11.2.4 injury either to the Charity or to any of its officers, employees or subcontractors or any other person acting on behalf of the Charity or any of its officers, employees or subcontractors or any other person acting on behalf of the Charity or any of its officers, employees or subcontractors if the injury is caused by the act or omission (negligent or otherwise) of the Consultant or any of its officers, employees or subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors.

11.2.5 third party liability which the Charity is liable and which is attributable to the act or omission (negligent or otherwise) of the Consultant, any of its officers, employees or subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors;

11.2.6 other act or omission (negligent or otherwise) of the Consultant, its officers, employees or subcontractors or any other person acting on behalf of the Consultant or any of its officers, employees or subcontractors.

in relation to this Agreement.

11.3 Nothing in this Agreement shall limit or exclude the Consultant's liability for death or personal injury.

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11.4 Nothing in this Agreement shall constitute a defence for fraud.

11.5 [The Consultant's total liability under this Agreement shall be limited to the amount of the fee payable to [either any non-competitor of the Charity or the Charity] under this Agreement or any other agreement between the Charity and the Consultant with the Data Protection Act 1998 or any other applicable Legislation or] any intellectual property rights of the Consultant or third party intellectual property rights.]

12 Termination

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12.1 This Agreement shall terminate on the earliest of:

12.1.1 the achievement of the purpose of the Services; or

12.1.2 the Completion Date;

12.1.3 the expiry of the term of the Agreement if written notice has been given by [either Party to the other Party or the Charity to the Consultant] that it desires to terminate the Agreement.

12.2 The Charity may terminate this Agreement immediately by written notice to the Consultant if the Consultant's performance, which, in the Charity's reasonable opinion, brings or is likely to bring the Charity's reputation into disrepute.

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12.3 Without prejudice to the above, either Party may terminate this Agreement by written notice to the other Party (Other Party) taking effect as follows:

12.3.1 if the Other Party is in breach of its obligations under this Agreement and the Charity is not satisfied that the Other Party is capable of remedy within [number] days, the Charity may terminate this Agreement with [number] days of the Other Party receiving written notice of the breach and requiring the breach to be remedied.

12.3.2 if the Other Party is insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than an amalgamation or reconstruction), or if an administrator, liquidator, receiver or receiver is appointed in respect of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes any similar or analogous action in consequence of insolvency.

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12.4 Upon termination of this Agreement, the Consultant shall deliver, and require that its employees and subcontractors to the Charity deliver, to the Charity:

12.4.1 all Confidential Information;

12.4.2 any other property of the Charity.

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which are in the possession of the Consultant or the Consultant's employees, agents or subcontractors.

the Consultant or the Consultant's employees, agents or subcontractors. The Consultant shall be liable for the cost of termination.

12.5 [If the Consultant or the Charity is unable to carry out the Services because the Consultant or the Charity is unavailable and the Party is unable to provide a suitable replacement to perform the Services then either Party may terminate this Agreement by written notice to the other Party.]

to carry out the Services become unavailable and the Charity is unable to provide a suitable replacement to perform the Services then either Party may terminate this Agreement by written notice to the other Party.]

13 Force majeure

Neither party shall be liable for its failure to perform any of its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control.

Neither party shall be liable for its failure to perform any of its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control.

14 Assignment

Neither Party may assign, subcontract, mortgage, charge or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written agreement of the other Party.

Neither Party may assign, subcontract, mortgage, charge or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written agreement of the other Party.

15 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

16 Entire agreement and Schedule

16.1 A "Schedule" in this Agreement and signed at the end hereof shall constitute a Schedule attached to this Agreement.

A "Schedule" in this Agreement and signed at the end hereof shall constitute a Schedule attached to this Agreement.

16.2. The provisions of each Schedule shall apply and be interpreted in accordance with the provisions of this Agreement and shall not be subject to any other provisions of this Agreement.

The provisions of each Schedule shall apply and be interpreted in accordance with the provisions of this Agreement and shall not be subject to any other provisions of this Agreement.

16.3 This Agreement includes the entire understanding and agreement between the Parties in relation to its subject matter, and it supersedes and replaces all previous agreements, understandings, warranties, and representations, all of which will be of no effect and are hereby excluded.

This Agreement includes the entire understanding and agreement between the Parties in relation to its subject matter, and it supersedes and replaces all previous agreements, understandings, warranties, and representations, all of which will be of no effect and are hereby excluded.

17 Waiver

No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof or a waiver of any subsequent breach of performance by the other of this Agreement shall be deemed to be a waiver of any subsequent breach of any other provision hereof.

No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof or a waiver of any subsequent breach of performance by the other of this Agreement shall be deemed to be a waiver of any subsequent breach of any other provision hereof.

18 Agency, partnership etc

18.1 The Consultant is an independent contractor and not an employee of the Charity.

The Consultant is an independent contractor and not an employee of the Charity.

18.2 The parties are not partners, joint venturers, agents, or otherwise in any way.

The parties are not partners, joint venturers, agents, or otherwise in any way.

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18.3 Except as may be expressed in writing by the Charity at any time after the date of this Agreement to act as or represent it

is Agreement or in writing by the Charity, the Consultant is not entitled to act as or represent the Charity.

18.4 The Consultant shall not incur any liability.

upon or create for the Charity any liability.

19 Further assurance

Each Party to this Agreement shall, at the expense of the other or any of them execute and do any of the provisions of this Agreement

and expense of the other or any of them reasonably necessary to carry out the provisions of this Agreement to enforce.

20 Severance

If any provision of this Agreement is held to be unlawful, void or unenforceable, the remaining provisions of this Agreement shall remain valid in all circumstances of or the valid

law or judged by a court to be unlawful, void or unenforceable, to the extent required, be severed from this Agreement and remain as possible without modifying the remaining provisions of this Agreement not in any way affect any other provisions of this Agreement.

21 Third parties

This Agreement does not assign or transfer any rights under the Contracts (Rights of

provide any third party with any rights under the Contracts (Rights of) or otherwise.

22 Notices

All notices which either party gives in connection with this Agreement may be sent by first class recorded delivery above or such other address as may be written notice given to the other Charity at <<insert email address>>

to give to the other under or in any hand or by email to the other or to the other at the address given above. All notices shall be given by either party by hand, or in the case of email to the Consultant at <<insert email address>>.

23 ⁴Law and jurisdiction (disputes)

This Agreement shall be governed by English law and the parties submit to the jurisdiction of the English courts.

in accordance with English law and the jurisdiction of the English courts.

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Duly authorised signatory

For and on behalf of <<full name of Charity>>

⁴ Clause 23 may be augmented by including in Schedule 1 the provisions set out under "D" in that Schedule

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Duly authorised signatory

For and on behalf of <<full name of

[Attach Schedules 1, 2 and 3 if applicable]

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[Set out here the details of the Services and any additional requirements related to the provision of the Services]

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Duly authorised signatory

Authorised signatory

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For and on behalf of <<full name of Contractor>>

on behalf of <<full name of Charity>>

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Data Protection and Processing

[1. Data Protection

- 1.1 All personal information that the Charity may use will be collected, processed, stored, and held in accordance with the applicable data protection laws, including the EU Regulation 2016/679 General Data Protection Regulation, and the Charity's rights under the GDPR.
- 1.2 For complete details of the collection, processing, storage, and retention of personal data, including the categories of personal data to which this policy is limited to, the purpose(s) for which the personal data is used, the categories of third parties to whom the personal data is shared, the rights and how to exercise those rights, and details of the Charity's data sharing (where applicable), please refer to the Privacy Policy and the Data Protection Notice [available from <<insert location>>].]

2. [Data Processing

- 2.1 In this Schedule 2:
 - 2.1.1 "personal data", "data controller", "data processor", "data subject", "data breach" shall have the meaning defined in Article 4 of the EU Regulation 2016/679 General Data Protection Regulation (GDPR).
 - 2.1.2 "Data Protection Legislation" means Data Protection Legislation as defined in the GDPR.
- 2.2 [All personal data to be processed by the Consultant on behalf of the Charity, subject to this Agreement shall be processed in accordance with the terms of a Data Processing Agreement between the Parties shall enter before any personal data is processed.]
- OR**
- 2.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Legislation and the Annex to this Schedule 2 nor any other provisions of this Agreement shall impose any obligations set out in the Data Protection Legislation and the Annex to this Schedule 2. This shall not replace any of those obligations.]
- 2.3 For the purposes of the Data Protection Legislation and for this Clause 2, the Charity is the "Data Controller".
- 2.4 The type(s) of personal data to be processed, the purpose(s) of the processing, and the duration of the processing shall be set out in the Annex to this Schedule 2.
- 2.5 The Data Controller shall ensure that all necessary consents and notices required to enable the processing of personal data to the Data Processor for the purposes set out in the Annex to this Schedule 2].

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2.6 The Data Processor shall process personal data processed by it in relation to its performance under this Agreement:

2.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data. The Data Processor shall promptly notify the Data Controller of any such instruction unless prohibited from doing so by law.

2.6.2 Ensure that appropriate technical and organisational measures (including pseudonymisation) are implemented to protect the personal data from unauthorised access, disclosure, accidental loss, damage or destruction, and from unlawful processing, taking into account the potential harm to the rights and freedoms of natural persons, the current state of technology and the cost of implementing those measures. The measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Annex to this Schedule.

2.6.3 Ensure that the Data Processor and any sub-processors to whom it discloses the personal data (whether or not they are acting as Data Processors) are contractually obliged to keep that personal data confidential and

2.6.4 Not transfer the personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are met:

2.6.4.1 The Data Controller has approved the Data Processor has/have appropriate safeguards in place for the transfer of personal data;

2.6.4.2 Appropriate enforceable rights and effective legal remedies are available to the data subjects;

2.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, including providing an adequate level of protection for the personal data so transferred; and

2.6.4.4 The Data Processor complies with all reasonable instructions given by the Data Controller with respect to the processing of the personal data.

2.6.4.5 Assistance is provided at the Data Controller's cost, in accordance with the Data Protection Legislation, in response to requests from data subjects in relation to their personal data, including breach notifications, impact assessments, and consultations with supervisory authorities or regulatory bodies, not limited to, the Information Commissioner's Office.

2.6.4.6 Notification is provided without undue delay of a personal data breach to the Data Controller.

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2.6.4.7 On written instruction, delete (or other all personal data and any and all c a Controller on termination of this Agre red to retain any of the personal data

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2.6.4.8 Maincurate records of all processing activ and organisational measures impl demonstrate compliance with this Clau dits by the Data Controller and/or any Data Controller.

2.7 [The Data Processor s y of its obligations with respect to the processing of perso se 2.]

OR

2.7 [The Data Processor any of its obligations to a sub-processor with respect personal data under this Clause 2 without the prior writte controller (such consent not to be unreasonably withheld Data Processor appoints a sub-processor, the Data Pr

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2.7.1 Enter into a n the sub-processor, which shall impose upon the same obligations as are imposed upon the Da use 2 and which shall permit both the Data ta Controller to enforce those obligations;

2.7.2 Ensure that lies fully with its obligations under that agreem ion Legislation.]

2.8 Either Party may, at a <<insert period, e.g. 30 calendar days'>> notice, alter th ions of this Agreement, replacing them with any applicab ses or similar terms that form part of an applicable certifi ms shall apply when replaced by attachment to this Agre

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Pursuant to Clause 2.4 of g sets out the type(s) of personal data, the scope, nature a ccessing, and the duration of the processing:

<<Insert full details>>]

[Pursuant to Clause 2.6. following are the technical and organisational measures a

<<Insert full details>>]]]

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Duly authorised signatory

Authorised signatory

For and on behalf of <<full name of Const

behalf of <<full name of Charity>>

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Note: Any or all of the following may be considered to be unnecessary in the particular circumstances]

considered to be unnecessary

A. Supply of the consultancy services under the Agreement

apply in addition to Clause 2 of

(1) [The Charity shall specify the places and locations at which the Consultant shall agree to perform the Services.]
OR [The Consultant shall perform the Services at such places and locations as the Consultant considers appropriate.]

performance of the Services [and the performance of the Services].]
such places and locations as the

(2) [The Services shall only be performed by the Nominated Consultant(s) if the Nominated Consultant(s) wishes persons other than the Nominated Consultant(s) to perform any or all of the Services the Consultant(s) has agreed to perform, for written approval of the Charity. Any such other persons shall have equivalent expertise to the Nominated Consultant(s).]

Nominated Consultant(s). If the Nominated Consultant(s) wishes persons other than the Nominated Consultant(s) to perform any or all of the Services the Consultant(s) has agreed to perform, for written approval of the Charity. Any such other persons shall have equivalent expertise to the Nominated Consultant(s).]

(3) [The Consultant shall ensure that all persons who are employed by the Consultant to carry out the Services provide such services as are required for the Consultant to perform the Services. All such persons shall be suitably qualified, trained and supervised in relation to the Services.]

employees] [and] [consultants] employed by the Nominated Consultant(s)] to carry out the Services. All such [employees] [and] consultants shall be suitably qualified, trained and are adequately supervised in relation to the Services].]

(4) [The Consultant shall not during the term of the Agreement undertake any work of a similar nature to the Services which the Consultant operates in the same or similar fields of activity as the Charity without the Charity's prior written consent. [This restriction shall only apply within the territory in which the Charity's operations are conducted] [within [the territory in which the Charity's operations are conducted] [Wales or other part/s of the United Kingdom].]

Agreement undertake any work of a similar nature to the Services which the Consultant operates in the same or similar fields of activity as the Charity's prior written consent. [This restriction shall only apply within the territory in which the Charity's operations are conducted] [within [the territory in which the Charity's operations are conducted] [Wales or other part/s of the United Kingdom].]

(5) [The Consultant shall:
5.1 liaise with the Representative during normal business hours and during the performance of the Services;
5.2 ensure that all contact between the Representative and the Charity is through the Representative;
5.3 ensure that any proposed timetable for the performance of the Services is agreed with the Representative; and

available to the Consultant during normal business hours and during the performance of the Services demands on the Representative's time, during the performance of the Services;
nt and the Charity is through the Representative;
e 1, including the timetable for the performance of the Services agreed with the Representative;

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5.4 ensure that any recommendations agreed by the Representative and other significant deliverables

consultant are discussed with and the Consultant's final report or advice or [redacted].]

(6) [The Charity may:

6.1 at its discretion, cancel the Attendance where the Consultant shall not be liable for the Attendance if [10] days' notice has been given to the Charity shall pay [50%] of the Attendance cancelled less than 24 hours in which case the Charity

Consultant to rearrange, any Attendance part of the Services. The Charity shall not be liable for the Attendance if [10] days' notice is given, the Consultant shall pay [50%] of the Attendance unless the Attendance is cancelled less than 24 hours in which case the Charity shall pay the Attendance in full; and

6.2 withhold payment of the Attendance in the event of an accident or other personal injury to the Consultant or if the Consultant fails to meet the deadlines set out in the Agreement to the Charity's satisfaction.]

Consultant to rearrange, any Attendance part of the Services. The Charity shall not be liable for the Attendance if [10] days' notice is given, the Consultant shall pay [50%] of the Attendance unless the Attendance is cancelled less than 24 hours in which case the Charity shall pay the Attendance in full; and

B. The Charity's obligations - Clause 6 of the Agreement

Clause 6 of the Agreement

(1) [During the performance of the Services, the Charity shall make available to the Consultant such Facilities as are reasonably necessary for the Consultant to perform the Services]

the Charity shall [make available to the Consultant such Facilities as are reasonably necessary for the Consultant to perform the Services]

(2) [The Charity shall not charge the Consultant for the use of the Facilities made available by the Charity [except as set out in the Agreement] and shall reimburse the Charity the charges set out in the Agreement for the use of the Facilities made available by the Charity]

the Charity shall not charge the Consultant for the use of the Facilities made available by the Charity [except as set out in the Agreement] and shall reimburse the Charity the charges set out in the Agreement for the use of the Facilities made available by the Charity]

(3) [The Charity will agree with the Consultant the form and content of all Consultancy Materials to be used by the Consultant in connection with the Services.]

the Charity will agree with the Consultant the form and content of all Consultancy Materials to be used by the Consultant in connection with the Services.]

C. Meetings and reports - Clause 7 of the Agreement

Clause 7 of the Agreement

Ownership of reports and materials

(1) [Unless otherwise specified in the Agreement, all copyright and database right (and all other intellectual property right) in the Materials, whether or not provided to the Charity, shall belong to the Consultant. In the absence of doubt, the Consultancy Materials shall include all software, data, reports, forms, templates, and other material, such as (but not limited to) notes of meetings or interviews and data from questionnaires [, and all other material created or provided for the Charity].]

the Consultant shall own all copyright and database right (and all other intellectual property right) in the Materials, whether or not provided to the Charity, shall belong to the Consultant. In the absence of doubt, the Consultancy Materials shall include all software, data, reports, forms, templates, and other material, such as (but not limited to) notes of meetings or interviews and data from questionnaires [, and all other material created or provided for the Charity].]

OR

(1) [Unless otherwise specified in the Agreement, all copyright and database right (and all other intellectual property right) in the Materials, whether or not provided to the Charity, shall belong to the Consultant. In the absence of doubt, the Consultancy Materials shall include all software, data, reports, forms, templates, and other material, such as (but not limited to) notes of meetings or interviews and data from questionnaires [, and all other material created or provided for the Charity].]

the Consultant shall own all copyright and database right (and all other intellectual property right) in the Materials, whether or not provided to the Charity, shall belong to the Consultant. In the absence of doubt, the Consultancy Materials shall include all software, data, reports, forms, templates, and other material, such as (but not limited to) notes of meetings or interviews and data from questionnaires [, and all other material created or provided for the Charity].]

1.1 the Charity shall be entitled to use the report or other material created or provided by the Consultant for the purposes of the Services.

the Charity shall be entitled to use the report or other material created or provided by the Consultant for the purposes of the Services.

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1.2 the Charity shall be entitled to use the reports or other materials [for its own internal purposes] OR [for its own internal purposes and for the Services];

1.3 the Charity shall not be permitted to use the reports or other materials (or sell or license them to third parties), or allow any other person to do so; and

1.4 the copyright and data protection (including intellectual property rights) in the reports (or any other materials) prepared, whether or not provided to the Charity by the Consultant (the Consultancy Materials) shall belong to the Charity. [The Consultancy Materials shall include the name of the Charity, the Charity's logo, [name] [and] [logo] [accompanied by the Charity's charity registration number].] All Consultancy Materials shall belong or be licensed to the Charity. [The Consultancy Materials shall be original works created by the Consultant pursuant to paragraph (6) below] .

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(2) [The Consultant shall maintain accurate records of the carrying out of the Services in a complete and accurate manner.]

(3) [The Consultant shall deliver the Consultancy Materials to the Charity within <<insert number>> days of the termination of the currency of this Agreement and shall make no further use of the Consultancy Materials after the termination of this Agreement without the Charity's prior written permission.]

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(4) [The Consultancy Materials shall be original works created by the Consultant and shall:

4.1 not include intellectual property rights (including the right to use such material for the purposes of this Agreement); and

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4.2 not subject the Charity to any infringement of any intellectual property rights of a third party.

(5) [The Consultant agrees at all times to execute and deliver to the Charity any documents or instrument which the Charity considers necessary for the full benefits of the assignment and of the rights and powers granted by it.]

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(6) [The Consultant shall incorporate the Consultancy Materials specified by the Charity into the Charity's charity registration materials] OR [those Consultancy Materials specified by the Charity into the Charity's charity registration materials] [and] [logo] [accompanied by the Charity's charity registration number].

(7) [All artwork bearing the Charity's name shall have the Charity's final approval before it is produced.]

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D. [Clause to apply in addition to the Dispute Resolution Clause] (disputes)

Agreement (Law and jurisdiction)

[Dispute resolution]

If a dispute between the Parties under this Agreement, the Parties shall attempt to resolve the dispute as soon as possible. If such informal resolution is not possible, the dispute may be referred to [an arbitrator or a chairman of the Charity] OR [an Arbitration] for resolution.]

Party's performance of its obligations under this Agreement, the Parties shall attempt to resolve the dispute informally as soon as possible. If such informal resolution is not possible, the dispute may be referred to [the Party may refer the dispute to [the chairman of the Charity] OR [an Arbitration] for resolution.] the London Court of International Arbitration]

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Duly authorised signatory

Duly authorised signatory

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For and on behalf of <<full name of Const

For and on behalf of <<full name of Charity>>

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